

54  
June 8, 1925.

Minutes of Seventy-Sixth and Special Meeting of  
the State Highway Commission, held in the State Office  
Building with the following members present:

Frank V. Lanham, Chairman  
Joe Burkett, Member  
John H. Bickett, Sr., Member

Motion by Mr. Bickett, seconded by Mr. Lanham  
that the Sherman- Youmans Construction Co., 604-606 West  
Building, Houston, Texas, be awarded maintenance contracts  
for Galveston County, sum of \$20,000.00; and Harris County  
sum of \$60,000.00, with the exception on both counties  
that extra surfacing work will come on the unit basis,  
copy of letter follows:

" May 27th, 1925.

Honorable Texas State Highway Commission,  
Austin, Texas.

Gentlemen:-

Herewith we give you a schedule showing our bid  
on maintenance of Harris County Roads for a period of One  
(1) year from date of award.

You will please note that our schedule of main-  
tenance costs decreases considerably as each additional  
road is topped; If all roads are topped by our Company,  
our bid for the entire maintenance in Harris County amounts  
to \$60,000.00. The schedule below is self-explanatory.

If no additional topping is done	\$ 111,000.00
If 15 Mi. Katy Road is topped by us	98,000.00
If 15 Mi. Katy & 1r Mi. S. Main Road	
is topped by us	81,000.00
If 15 Mi. Katy, 14 Mi. S. Main &	
15 Mi. Washington Co. Road is topped	
by us	73,000.00
If 15 Mi. Katy, 14 Mi. S. Main 15	
Mi. Washington Co. & 4 Mi. Alameda	
Road is topped by us	62,000.00
If 15 Mi. Katy, 14 Mi. S. Main, 15	
Mi. Washington Co., 4 Mi. Alameda &	
2.5 Mi. Humble Road is topped by us	60,000.00

After we complete topping Crosby and Spring Roads  
on which we have work orders, there remains in Harris County  
60.5 miles of designated Highways of Shell Gravel and Rock  
construction not topped. The total mileage of designated  
highways in Harris County is 168 Miles, which we propose  
to maintain as per schedule above.

Thanking you very much for your consideration of  
this matter and hoping we may have the pleasure of receiv-  
ing this award, we beg to remain,

Yours very truly,

Sherman-Youmans Const. Co.,

(signed) L. A. Sherman"

LAS-W

Motion by Mr. Bickett, seconded by Mr. Lanham  
that supplement contract for bridges in construction work  
in Bell County with Frank Denison and Company will be  
like the original contract, cost plus 10%.

June 8, 1925.

55

Motion by Mr. Lanham, seconded by Mr. Bickett, that contract for Harrison County be awarded to J. W. Calloway, Marshall, Texas, for sum of \$44,650.00.

Motion by Mr. Bickett, seconded by Mr. Lanham, that Cocks & Turner, Marshall, Texas, be awarded contracts for following counties:

Upshur County	\$47,500.00
Camp County	24,000.00

making a total of \$71,500.00. Motion carried.

Motion by Mr. Lanham, seconded by Mr. Bickett, that J. G. Bender, Jefferson Texas, be awarded contract for Marion County, for sum of \$15,268.00.

Motion by Mr. Bickett, seconded by Mr. Lanham, that W. G. Pryor, 3215 Main street, Houston, Texas, be awarded contracts for the following counties:

Montgomery County	\$ 6,900.00
San Jacinto County	4,000.00
Walker County	14,300.00

making a total of \$25,200.00. Any additional work on the 22 miles now under construction will be done on the force account, plus 10%, only to be done under the direction of the Division Engineer. Motion carried.

On motion of Mr. Bickett, seconded by Mr. Lanham the Houston County Construction Co., Lovelady, Texas, was awarded contracts for the following counties:

Leon County	\$16,984.00
Trinity County	15,828.00
Houston County	24,435.00

making a total of \$57,247.00.

On motion of Mr. Lanham, seconded by Mr. Bickett, the Parten-Herring Road Company, Mexia, Texas, was awarded contract for Limestone County, for sum of \$53,340.00.

On motion of Mr. Lanham, seconded by Mr. Bickett, R. B. Stroup & Company, 205 First National Bank Building, Wichita Falls, Texas, was awarded contracts for the following counties:

Hardeman County	\$ 6,000.00
Knox County	12,300.00
Foard County	8,150.00

making a total of \$26,450.00.

J. H. Maddox, Road Contractor, Fort Worth, Texas, was awarded contract for Johnson County for sum of \$28,800.00.

A. S. Tweedy Construction Co., Valley Mills, Texas was awarded contract for McLennan County for sum of \$90,350.00.

F. W. Cawthon Engineer & Contractor, Box 69, McKinney, Texas, was awarded contracts on the following counties upon motion of Mr. Lanham, seconded by Mr. Bickett:

Van Zandt County	\$69,499.60
Hopkins County	14,500.00
Rains County	35,826.00

making a total of \$119,825.60.

H. H. 19  
Montgomery

June 8, 1925.

On motion of Commissioner Bickett Highway near Hungerford, beginning at Bucek's Corner and Miller Road on Highway No. 12 to East Bernard, on Highway No. 3, is designated as a state highway.

On motion of Commissioner Burkett, Five Thousand Dollars (\$5,000.00) was allowed to assist in building a State Highway of brick through the City of Post, Texas, to become available immediately and upon vouchers approved by the Division Engineer.

Upon motion of Commissioner Burkett, the sum of Five Thousand Dollars (\$5,000.00) was allotted to the Town of Midland, Texas, for the purpose of assisting in paving the streets through Midland, to become available at once, and to be paid out on the approval of the Division Engineer.

Motion by Mr. Bickett, seconded by Mr. Lanham, that \$7,000.00 be allowed for use on State Highway No. 43 for graveling the road through the Navasota River and Brushy Creek bottoms. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Lanham, that Highway from Brenham to Navasota, thence to Conroe and into Cleveland, a distance of 82 miles, be designated a State Highway. No money is demanded now, Washington County has \$200,000.00 available, and Grimes County has a like amount available, and designation is made without State aid in 1925. Map herewith. Motion carried.

The following letter was sent to Division Engineer of Division No. 12:

"Mr. H. T. Field  
Division Engineer,  
Corpus Christi, Texas;

Dear Sir:-

You are advised that at a regular meeting of the Highway Commission held on June 10th permission was granted to the Rio Grande City Railway to cross the State Highway where said railway intersects said State Highway about five miles east of Rio Grande City, the condition being that said railway erect and maintain a proper grade crossing for convenient and comfortable use and erect the usual warning sign post at the proper distance from said crossing.

Yours very truly,

S e c r e t a r y"

The topping of Smith County was deferred until the next meeting, June 22.

Motion by Mr. Lanham, seconded by Mr. Bickett, that contracts for the following counties be awarded P. B. Price & Company,

Titus County	\$41,000.00
Bowie County	34,000.00
Franklin County	14,100.00
Morris County	21,150.00

a total of \$110,250.00. Motion carried.

Motion by Mr. Lanham, seconded by Mr. Bickett, that Cass County Road Maintenance Company, Linden, Texas, be awarded contract for Cass County, for sum of \$45,000.00.

June 8, 1925.

Motion by Mr. Bickett, seconded by Mr. Lanham that the following Resolution be adopted, authorizing the Consulting Engineer for Bell County projects to purchase a roller:

WHEREAS, The Commission is building certain experimental roads and in order to properly construct several of the type that are being developed it is necessary to have a road roller of special design -

THEREFORE, the Consulting Engineer of the Commission is ordered to confer with the manufacturers of this equipment and arrange for the building of this roller, provided the cost of same be not over three thousand one hundred dollars.

Motion carried.

WHEREAS the Texas Highway Commission in compliance with article 6904  $\frac{1}{2}$  B of the Texas Civil Statutes which provides that the Commission shall formulate plans--for the location, construction and maintenance--of a comprehensive system of State Highways--in co-operation with the counties of the State, and,

WHEREAS they have been co-operating with Bell County in building certain experimental roads whereby Bell County paid the salaries and incident expense of two engineering parties comprising two assistant engineers at a salary of two hundred dollars per month, two instrument men at a salary of one hundred and fifty dollars per month, two rodmen at a salary of one hundred and twenty-five dollars per month and three chainmen at a salary of one hundred dollars per month and under an agreement with Bell County whereby the expense of these engineering parties would be assumed by the State Highway Department on June 15th, as it is provided in Senate Bill No. 74 of the last Legislature that work of this character shall be done by the Highway Department under the control of the Commission, it is hereby ordered that on this date these positions be authorized by the State Highway Department and the men occupying them be placed under the control of the Consulting Engineer of the Highway Commission who has been located at Temple supervising the experimental work of the Commission as provided for in the aforesaid Statute.

Motion by Mr. Lanham and seconded by Mr. Bickett, that the building of the demonstration road for about 18 miles easterly from Temple be awarded to F. L. Denison at cost plus ten per cent, in accordance with exhibited contract between this Commission and said Denison, executed by him, and that this Commission execute said contract in the same or different contracts. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Lanham, that the State grant aid to Williamson County to construct a road from Leander, a town in Williamson County, to the Travis County line on Highway 29, a distance of 12.05 miles, the cost not to exceed \$60,000.00, the State to furnish \$30,000.00 and Williamson County to furnish \$30,000.00. Motion carried.

On motion of Commissioner Burkett the road from Columbus, in Colorado County, through El Campo, in Wharton County, to Midfield, in Matagorda County, was designated as a State Highway upon condition that same be placed in good condition by the county authorities of said counties, acceptable to the District Engineer of that District, and upon the further condition that the State Highway Department in no event take over and maintain same as a State Highway until from and after January 1, 1926.

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

THIS AGREEMENT, made and entered into by and between the State Highway Department, acting by and through its duly qualified and acting Commissioners, to-wit, Frank V. Lanham, Chairman, of the Commission, Joe Burkett and John H. Bickett Sr., Members of the Commission, and H. Steckol, of Harris County, Texas, doing business under the firm name of Texas Road Marking System,

W I T N E S S E T H:

In consideration of the sums of money hereinafter stipulated to be paid by the said H. Steckol, and the covenants and agreements to be kept and performed on the part of the said H. Steckol, and the State Highway Commission, the following agreements are made:

FIRST

The State Highway Commission hereby grants unto the said H. Steckol the privilege of erecting mile-posts sign posts, guide posts and highway markers on and along the designated State Highways of this State, so long as the said H. Steckol, or assigns, shall faithfully carry out the terms of this contract, for a period of six (6) years from this date, and it is agreed by and between the parties hereto that the said mile posts, sign posts, guide posts and road markers shall conform to the following stipulations:

(a) There shall be erected a mile post at intervals of one mile apart upon and along all of the designated State highways which come under the supervision of the State Highway Commission, except through the counties of Hudspeth, Culberson, Jeff Davis, Reeves, Pecos, Presidio, Brewster, Terrell, Ward, Winkler, Ector, Upton, Reagan, Irion, Crockett, Sutton, Val Verde, Edwards, Schleicher, Sterling, Coke, Yoakum, Terry, Bailey, Lamb, Parmer, Castro, Deaf Smith, Hartley, Dallam, Hansford, Ochiltree, Lipscomb, Roberts, Gray, Briscoe, Floyd, Cottle, King, Crosby, Dickens, Kent, Comcho, Menard, Bandera, Maverick, Dimmitt, Kinney, Zapata, Starr, in which the mileposts may be placed at intervals of five miles apart, with guide posts at crossroads and intersections, whether same have been heretofore designated or might hereafter be designated during the life of this contract.

(b) There shall be proper road markers erected on each side of all righthand and lefthand turns, at a distance of three hundred feet from such turn or curve.

(c) There shall also be erected proper markers along said highways not nearer than three hundred feet on each side of each bridge and railroad crossing along said highways.

(d) There shall be erected at the intersection of all of the State Highways with other state highways or public roads, guide posts with proper information contained thereon, showing to which town or city each of such cross roads or divergent roads lead, together with the distance to the nearest town or city.

(e) There shall also be erected a proper guide post or guide posts where the road may divide going in different directions, in order to apprise the traveling public of the nearest town and the distance thereto, upon the respective roads, whether such divergent or intersecting road be a state highway or a public road.

(f) There shall also be erected proper markers along said highways showing the county lines, and the names of the counties, as well as the names of the rivers and

June 8, 1925.

larger creeks, for the information of the public.

(g) Said mile posts, guide posts, and road markers above provided for shall be of uniform color, with white lettering thereon, the posts proper being constructed out of two inch iron pipe, consisting of two pieces, the vertical piece extending ten feet above the ground, with an ell at least four feet long extending at right angles from the upright; the said guide posts shall be set at least three feet in the ground, in a concrete block of at least eight inches in diameter and three feet long, and said mile posts, guide posts, and road markers shall immediately upon erection become and remain the property of the State of Texas, and shall never be removed by H. Steckol, The Texas Road Marking System or their assigns.

## SECOND

The above mentioned mile posts, guide posts and road markers shall have painted thereon, in white letters, at least six inches high, the number of the highway, and also there shall be indicated on each of said mile posts and guide posts the number of miles from the nearest town in each direction and the guide posts shall contain proper pointers and directions for the traveling public where two or more roads intersect or where one road diverges from the other. At intervals of five miles there shall also be given the name and distance to the nearest large town and city in the direction the traveler may be going.

The material upon which the information or towns, mileage, etc., is painted, shall be six inches in width and as long as necessary to give the correct information, made of twenty-eight gauge sheet iron metal, painted in black or red, with white letters.

## THIRD

The said H. Steckol may, at his option, also place upon said sign-posts, mile posts or guide posts a sheet of 28 gauge iron metal not exceeding two and one half feet wide and four and one-half feet long, upon which the said H. Steckol may place commercial advertising in uniform and artistic designs.

The said H. Steckol binds and obligates himself to keep all sign posts, mile posts, guide posts and road markers in good condition, properly painted and maintained at his own proper cost and expense during the life of the contract; and same shall be repainted and relettered by the said H. Steckol when requested by the Division Engineer or Division Superintendent of the respective districts through which said roads pass, and notice to repaint, repair and re-letter said posts shall be sufficient if mailed to the said H. Steckol, by registered mail, at Houston, Texas, and a failure to repaint, repair or reletter any of said posts within thirty (30) days after notice has been given shall be deemed sufficient cause on the part of the State Highway Commission to cancel this contract, at its option.

## FOURTH

In consideration of the above privileges and stipulations the said H. Steckol or assigns agrees and binds himself to pay to the State Highway Commission One Dollar (\$1.00) for each and every mile post, sign post, guide post and road marker for the first year, payable monthly as erected, and twenty-one cents (21¢) per post per month thereafter, payable in advance monthly on the first of each month thereafter, during the life of this contract, said money to be paid into the State Treasury for the use and benefit of the State Highway Commission in maintaining the roads along and upon which the said posts are set.

FIFTH

The said H. Steckol agrees and obligates himself to begin within thirty (30) days, the erection of said mile posts, sign posts and markers on and along the designated highways of this State, and to continue same diligently until a mile post is placed at intervals of each and every mile, except as stipulated in paragraph (a) hereof, on all of the designated State Highways of this State and until a guide post is placed at each and every crossroad and public road intersection and until proper markers are placed on either side of every sharp curve, bridge, river, creek, county line and railroad crossing along the designated State highways of this State, and in no event shall the said H. Steckol consume more than two (2) years in completely erecting said posts and fulfilling the terms of this contract.

SIXTH

It is fully understood by and between the parties hereto that the State Highway Commission shall not be at any cost in erecting or maintaining said markers, sign posts, mile posts and guide posts, and it is further fully understood that the said H. Steckol shall erect said posts in such place or places as to not interfere with the proper drainage and maintenance of said highways or obstruct the view of the public in passing along the roads.

SEVENTH

For the faithful performance of the above agreements and obligations upon the part of the said H. Steckol the said H. Steckol does agree and bind himself to enter into a good and sufficient surety bond, payable to the Governor of the State of Texas, in the sum of Fifteen Thousand Dollars (\$15,000.00), conditioned upon the faithful performance of his obligations herein assumed.

EIGHTH

It is further agreed by and between the parties hereto that at the expiration of this contract, should the State Highway Commission desire to continue the use of the said marking system, then that the H. Steckol, or his assigns, shall have the refusal of doing so upon such terms and conditions as might be offered by either parties.

NINTH

It is further agreed and understood by and between the parties hereto, that should the H. Steckol fail to enter into a good and sufficient bond within ten (10) days from the execution of this contract, that same shall terminate and be at an end.

IN TESTIMONY WHEREOF the parties hereto have signed this contract this, the 9th day of June, A. D. 1925.

\_\_\_\_\_  
Chairman, State Highway Commission

\_\_\_\_\_  
Member, State Highway Commission

\_\_\_\_\_  
Member, State Highway Commission

TEXAS ROAD MARKING SYSTEM

APPROVED:

\_\_\_\_\_  
State Highway Engineer.

June 8, 1925.

The following contract between J. S. Moore & Sons, Lufkin, Texas, and the State Highway Commission was entered into:

Honorable Highway Commission Of Texas,  
Austin, Texas.

Gentlemen:-

The undersigned Company respectfully desires to submit herewith for your consideration its proposal for the resurfacing of certain highways in State Division No. 11.

For your information, we now state that our Company is thoroughly experienced in the work of surfacing highways, has ample capital with which to conduct its business and has in its organization men highly skilled in the various phases of surfacing work.

We have made a detailed inspection of the mileage to be resurfaced as indicated to us by the State Division Engineer, and we are prepared to furnish the material and execute the work in a first class manner. The highways covered by this proposal and the counties in which they are located are as follows:-

Eight miles Highway No. 35, from Lufkin North to the Angelina river in Angelina County.

Three miles Highway No. 21, West of Crockett in Houston County.

Twenty-two miles Highway No. 8, from Jasper South to Kirbyville in Jasper County.

Nine miles Highway No. 63, from Jasper West, in Jasper County.

Three miles Highway No. 87, North of Newton in Newton County.

Four miles Highway No. 62, from County line South in Orange County.

Six miles Highway No. 35, from the Trinity River North in Polk County.

Three miles Highway No. 35, from Corrigan North in Polk County.

Eight miles Highway No. 87 from Hemphill, N. Sabine Co.

Ten miles Highway No. 21, from San Augustine West to San Augustine County.

Four miles Highway No. 19, from Trinity South in Trinity County.

This proposal contemplates that we will furnish all labor and material, at our own cost and expense, which may be required for the proper resurfacing of said Highways and will, to the satisfaction and approval of the Highway Commission--

1. Prepare old road surface properly for the reception of the new surfacing.



June 8, 1925.

62

2. Furnish all material, load, haul and distribute same on the properly prepared old road bed, in such quantities as instructed.

3. Spread and maintain all resurfacing material until same has become properly set.

We propose to do all the things outlined in the forgoing for the following prices:

Furnishing flint gravel FOB switches in Angelina County, for \$2.85 per cubic yard.

Furnishing local gravel in Houston County for 25¢ per cubic yard in pits.

Furnishing local iron ore in Jasper County for 15¢ per cubic yard in pits.

Furnishing local flint gravel in Jasper County for 50¢ per cubic yard in pits.

Furnishing local iron ore in Newton County for 15¢ per cubic yard in pits.

Furnishing shell FOB switches in Orange County for \$2.15 per cubic yard.

Furnishing flint gravel FOB switches in Polk County for \$2.90 per cubic yard.

Furnishing local iron ore in Sabine County for 15¢ per cubic yard in pits.

Furnishing local iron ore in San Augustine County for 15¢ per cubic yard in pits.

Furnishing local flint gravel in Trinity County for 25¢ per cubic yard in pits.

Loading, spreading, maintaining and hauling surfacing first  $\frac{1}{4}$  mile for 50¢ per cubic yard.

Hauling surfacing material beyond the first  $\frac{1}{4}$  mile for 8¢ per cubic yard per  $\frac{1}{4}$  mile for each additional  $\frac{1}{4}$  mile beyond first  $\frac{1}{4}$  mile.

Payment for work to be made twice monthly for amount done as shown by proper bills approved by the State Division Engineer.

It is understood and agreed that the mileage of roads to be resurfaced as has been set out in the foregoing is approximate only, and that the undersigned firm agrees that the Highway Commission may either add to or deduct from this mileage as they may see fit in order that appropriation for this work may not overrun or underrun.

Concerning our experience and financial responsibility, we beg to refer you to First State Bank & Trust Company of Lufkin, Texas; Lufkin National Bank, Lufkin Texas; National Surety Company, Houston, Texas.

It is understood that the State's freight rate on gravel is to apply to gravel hauled under the proposal.

Respectfully submitted,

J. S. MOORE & SONS,

By \_\_\_\_\_  
W. H. Moore

Accepted

Highway Commission of Texas.

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

June 8, 1925.

Motion by Mr. Bickett, seconded by Mr. Burkett, that the emergency contract for rebuilding the Nueces River bridge one-half mile south of Cotulla be awarded to the low bidder, - Austin Bridge Company of Dallas, Texas, - on their bid of \$27,373. This structure is to replace bridge which was destroyed by flood on June 4. One hundred and seventy-one feet of the structure is to be of creosoted materials and steel l-beam construction, and the remaining portion, 750 feet, is to be of creosoted piling and untreated stringers and flooring, except 2 spans of 40-ft. steel l-beam construction. The flooring is to be provided with 4 lines of 24" width steel traffic treads, bolted securely to the floor.

Motion made and passed that the following Rider be attached to contract between the State Highway Commission and the Neyland-Smith Company:

WHEREAS, by contract duly entered into by and between State Highway Commission and Neyland-Smith Company, a co-partnership composed of O. L. Neyland and Roy Smith, on May 1st, 1925, said Neyland-Smith Company contracted and agreed to maintain, in accordance with the proposal therein specified, 82.8 miles of earth road, 68.7 miles of gravel road, and 4.88 miles of asphalt road in Val Verde County, Texas; and

WHEREAS, 12 miles of Highway No. 85, leading south from Del Rio was not included or intended to be included in said proposal and contract; and

WHEREAS, the said State Highway Commission is desirous of having said 12 miles of road beginning at the city limits of Del Rio and extending southward to the Val Verde County line, maintained by the said Neyland-Smith Company, in accordance with the terms of said proposal; and

WHEREAS, the said Neyland-Smith Company agrees to take over and maintain said twelve miles of road in accordance with the terms of said proposal for the aggregate sum of Ninetien Hundred Thirty-two and no/100 (\$1932.00) Dollars for one (1) year from May 15th, 1925; and

WHEREAS, there is 14.8 miles of Highway No. 30 running across the northwest corner of Edwards County which is inaccessible for maintenance by the State Highway Department in Edwards County; and

WHEREAS, the said Neyland-Smith Company has already contracted for the maintenance of Highway No. 30 to the east line of Val Verde County; and

WHEREAS, said 14.8 miles in Edward County joins said portion to be maintained by said Neyland-Smith Company in Val Verde County and is easily accessible to Val Verde County and the Neyland-Smith Company forces; and

WHEREAS, said 14.8 miles in Edwards County can be more advantageously maintained under the contract with said Neyland-Smith Company;

Therefore, the said 14.8 miles in Edwards County is awarded to the said Neyland-Smith Company for maintenance, in accordance with the terms and specifications of the proposal for Val Verde County, dated May 1st, 1925, at a stipulated sum of Twenty-six Hundred Sixty-Four and no/100 (\$2664.00) Dollars, for one year, from May 15, 1925;

June 8, 1925.

64

THEREFORE, said State Highway Commission does hereby contract and agree with the said Neyland-Smith Company for the maintenance of said 12 miles of road on Highway No. 85 in Val Verde County and 14.8 miles on Highway No. 30 in Edwards County, in accordance with the terms and specifications set forth in the proposal of said Neyland-Smith Company of date May 1st, 1925, and this rider and supplemental contract shall be and is hereby considered a part and parcel of said original proposal and contract.

SIGNED this 16th day of June, A. D. 1925.

APPROVED:

Division Engineer.

Members State Highway  
Commission

NEYLAND-SMITH COMPANY,

By

Motion by Mr. Lanham, seconded by Mr. Bickett, that Childs & Johnson Road Company, H. J. Childs and A. G. Johnson, Jr., Fairfield, Texas, be awarded maintenance contract for Freestone County, for sum of \$16,500.00.

Motion made and passed that the Fort Worth to Dallas road be made a 36 ft. highway, beginning at the city limits and extending east to the end of the present concrete pavement, the terminous of Tarrant County. The work to be performed as soon as the money is available.

Motion made and passed that the following proposal, with reference to the contract between the State Highway Commission and the American Road Company, was accepted:

"In our contract with the State Highway Department of April 28th, there are specified a number of roads for treatment with asphalt, which have since been declared unfit for treatment by your engineers, by reason of the fact that they are either too thin to justify treatment, or are entirely worn out, prohibiting the application of asphalt, such as Highway No. 74 in Williamson County, and Highway 2-B from Taylor to Round Rock, also in Williamson County.

"In lieu of these roads, which, in the opinion of your Maintenance Engineer, cannot be satisfactorily treated, we are asking that the following highways be substituted for those above mentioned, together with such other roads as from time to time may prove unsuitable for treatment:

"Highway No. 10, Denton County, from Denton north to county line.

"Highway No. 49 in Lamar County, from the city of Paris southeast to Red River County line.

"Somervell County, Highway No. 68, from Erath County line to Johnson County line.

"Williamson County, a highway recently designated.

June 8, 1925.

65

from Georgetown east to its intersection with Highway No. 2-B; thence southeast from Taylor for a distance of nine miles; also Highway No. 29 from Liberty Hill west to the Burnet County line.

Highway No. 31 beginning at the east end of the present pavement in McLennan County and extending in a northeasterly direction to the west line of Navarro County except for those portions now surfaced.

Highway No. 47 in Cass County from the Sulphur River in a southerly direction to Atlanta thence southeast to the County line.

Collin County, a road recently designated extending from the Dallas County line north to the Grayson County line.

McLennan County, Highway No. 7, from the east end of present pavement to west line of Limestone County, a distance of approximately seven miles, also highway No. 2 known as the Mart Road, which is a resurfacing operation, together with Highway No. 6 extending from the end of the present pavement southeast to the Falls County line.

Respectfully submitted,

American Road Company,

By \_\_\_\_\_ "

ACCEPTED

STATE HIGHWAY COMMISSION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

June 8th, 1925.

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

Before, me, the undersigned authority, a Notary Public in, and for said County and State, on this day personally appeared H. Steckol, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this, the \_\_\_\_\_, day of June, A. D. 1925.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas.

Motion by Mr. Bickett, seconded by Mr. Burkett, that \$15,000.00 be set aside as a special maintenance feature to be used on road from Oyster Creek to Valasco, Brazoria County, a distance of  $4\frac{1}{2}$  miles. Motion carried.

Motion by Mr. Bickett, seconded by Mr. Lanham, that the following supplementary contract be entered into between the State Highway Commission and Frank Denison. Motion carried.

State of Texas, )

County of Travis)

Agreement made this \_\_\_\_\_ day of June, 1925, between the State Highway Commission of Texas, party of the first part, and hereinafter referred to as the Commission, and Frank Denison, party of the second part, and hereinafter referred to as the Contractor.

WHEREAS, The Commission has entered into an agreement with the Contractor to construct what is known as the Demonstration Road between Belton and Temple and where it has developed that in order to secure the best alignment to provide necessary clearance on existing structures to assure safety in passing and in some instances to furnish the requisite strength it is imperative that the drainage structures be remodeled. The Commission also desires to test out newly developed methods of semi-precast methods of concrete bridge construction,

Therefore, the parties hereto agree with each other as follows:

SCOPE OF WORK. The Contractor shall employ labor, buy necessary material and furnish suitable equipment to complete such work as may be ordered by the Consulting Engineer of the Texas Highway Commission to expeditiously complete such work in a skillful and economical manner. He will keep careful cost records of each structure so built in such a manner that the unit cost may be determined with accuracy.

MANNER OF  
HAULING WORK

The Contractor may either sublet all or any portion of the work or may do it by day labor as the engineer may elect.

EQUIPMENT In the event that the Consulting Engineer shall direct that any portion of the work be done by day labor and that certain equipment is necessary the Contractor shall furnish such equipment for the current rate of rental or if special types are required the Contractor may purchase same for the account of the State in event that the Commission elects not to furnish either from equipment on hand or from other available source.

PAYMENT On the first day of each month the Contractor will submit certified copies of pay rolls, bills for supplies or equipment furnished or bought or receipts for payments made to sub-contractors and the Commission shall pay the Contractor the amount paid out by him plus ten per cent for his supervision and direction of the work. In witness whereof the parties hereto have the day and year first above mentioned affixed their hands and seals.

Approved:

\_\_\_\_\_  
State Highway Engineer

\_\_\_\_\_  
Chairman Texas Highway Commission

\_\_\_\_\_  
Member

Motion made and carried that the Board of Controls be advised to omit any advertisements made by the Highway Department from the columns of the Express Publishing Company, as per following letter:

"Mr. Walthall,  
Board of Control,  
Austin, Texas.

Dear Sir:-

By order of the State Highway Commission it is requested that all advertisements made by the Highway Department be omitted from the columns of the Express Publishing Company.

Thanking you in advance for your attention to this request, I am,

Yours very truly,

Secretary, State Highway Commission

Motion made and carried that the following agreement between the State Highway Commission and the Atex Construction Company be entered into:

"Ranger, Texas,  
June 6th, 1925.

"Honorable Highway Commission,  
State of Texas,  
Austin, Texas.

Gentlemen:-

The undersigned company has made a careful de-

tailed inspection of that portion of Texas State Highway No. 1, beginning at the west end of the brick pavement, in the City of Cisco, Texas, and extending through Eastland County to the Callahan County line, with the view to submitting proposal for the laying of an Amiesite pavement, in accordance with the specifications submitted to us by your Department, and which is hereby made a part of this proposal, and which we quote as follows:

"The work to be done shall consist of thoroughly cleaning the present roadway and placing thereon an Amiesite pavement in two courses mixed and laid as stated in the Standard Specifications for Amiesite paving, a copy of which is hereto annexed, and made a part hereof, and identified by the marking - "For Highway No. 1 in Eastland County."

"This work shall be paid for at the price named in the proposal for said Amiesite binder and surface delivered in the finished work per ton.

"For all work directed to be done other than above outlined, the contractor shall receive actual cost plus ten per cent (10%) of the labor necessary in the performance of any extra work. The contractor must agree to commence work within one hundred and twenty (120) days from the acceptance of his proposal and prosecute the same diligently and with dispatch. The contractor shall maintain any proper barricades and safeguards necessary to protect the public, and shall keep the road open to traffic at all times that the proper prosecution of the work shall permit. The contractor shall comply with all laws governing compensation insurance etc."

We are thoroughly experienced in this particular line of work, and have available at this time a complete organization of men skilled in the various kinds of work required, and also have available the required asphalt plant which we can use on this work and which will insure the completion of this road in its entirety.

We also have available for prompt shipment all of the material necessary for this work and are prepared to begin immediately shipment of both equipment and materials, with a view to prosecuting this work with the utmost diligence.

Our recent inspection reveals that this road is urgently in need of immediate action, as it is ravelling and wearing badly under the enormous traffic to which it is subjected, and we note the State is spending large sums of money in doing temporary repair work, all of which could be saved by prompt beginning on a pavement of the superior type incorporated in the specifications set out above.

We propose to furnish all materials, labor, equipment, tools and appliances, together with necessary supervision and perform this work in strict accord with the specifications, for the sum of Fourteen Dollars (\$14.00) per ton in place on the Highway.

Respectfully submitted,

ATEXA CONSTRUCTION COMPANY

By \_\_\_\_\_

Approved June 8th, 1925  
State Highway Commission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Members